

As specified above, at least one (1) tour per week will begin at a Company designated work center. If requested by the Local Union representative or steward, on a voluntary basis, participants will be permitted sixty (60) Company paid minutes of union meeting time each month on those days when the participant reports to work at the Company designated work center.

Unless renewed or amended by mutual agreement, this trial will be terminated six (6) months following ratification of this agreement.

Verizon Washington, DC Inc.

Communications Workers of America

Verizon Maryland Inc.

Verizon Virginia Inc.

Verizon West Virginia Inc.

Verizon Services Corp.

Verizon Advanced Data Inc.

Verizon Avenue Corp.

Verizon South Inc. (Virginia)

Verizon Corporate Services Corp.

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Inter-area Recall Of Laid Off Employees**

This is to confirm our understanding of August 3, 2008, concerning employees who are laid off by the Company. Nothing herein shall be construed as a circumvention of the recall rights provided former employees in Article 35, Section 8 of the General Agreement which shall take priority over the provisions hereof.

The Company agrees to poll former employees who are laid off to determine their interest in being considered for reemployment in their former job title in specific localities outside the Area in which they were laid off. Once such interest is expressed, offers of available jobs, as determined by the Company, will be made only in the localities of interest, subject to the Company's determination that the laid off former employees are qualified and able to perform the available work.

Any former employee offered reemployment pursuant to this letter of understanding must accept and be available for reemployment within fourteen (14) calendar days after the offer is mailed.

Should a laid off former employee reject the offer of reemployment outside the Area of his layoff, his recall rights within the Area of the layoff will not be affected. However, the Company will have complied with the provisions of this letter by offering one opportunity, for reemployment outside the Area of layoff.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Inter-Company Transfers**

This confirms our understanding of August 3, 2008 that commencing January 1, 2001, the Company will implement a process which will allow employees to request lateral transfers or downgrades between positions in NY/NE Companies and Mid-Atlantic Companies.

For the purposes of this agreement NY/NE Companies will include:

Verizon New England Inc,  
Verizon New York Inc.  
Empire City Subway Company (Limited) Telesector Resources Group, Inc.

For the purposes of this agreement Mid-Atlantic Companies will include:

Verizon Pennsylvania Inc.  
Verizon New Jersey Inc.  
Verizon Delaware Inc.  
Verizon Maryland Inc.  
Verizon Virginia Inc.  
Verizon Washington, DC Inc.  
Verizon West Virginia Inc.  
Verizon Services Corp.  
Verizon Advanced Data Inc.

This agreement does not apply to requests for upgrades. This agreement does not apply to employee requests for lateral transfers or downgrades within these companies, among the NY/NE Companies, among the Mid-Atlantic Companies, or to any other employee movements covered by other provisions of the collective bargaining agreements, if any. This agreement will not affect existing staffing procedures in any of the NY/NE or Mid-Atlantic Companies.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

ISP/EISP – Limitations on Contracting Out

August 3, 2008

Ms. Gail Evans  
Administrative Director to Vice President  
CWA District 2, AFL-CIO  
17000 Science Avenue  
Bowie, MD 20715

Dear Ms. Evans:

This letter will confirm that for the life of the collective bargaining agreements specified below, for the employees specified below, work performed exclusively by employees in a particular job title or titles at a work location will not be contracted in the geographic area covered by that location for 6 months after any employee(s) in that job title (or titles) and work location have accepted an ISP/EISP offer. During that 6 month period, if a need arises for personnel to perform such work, the work will be performed by existing employees or an employee(s) added to the group. Thereafter, the Company's rights to contract work shall be whatever they were before the ISP/EISP offer in question was accepted.

The terms of this letter apply to the following employees:

- DC, MD, VA, WV, VSC, VADI: "Category 1 Employees" under Article 40, Section 8.

Nothing in this letter is intended to enlarge the Company's rights to contract work.

Very Truly Yours,

AGREED:

(s) \_\_\_\_\_  
Bargaining Agent  
Communications Workers of America

**Job Title Review Committee**

This confirms our understanding of August 3, 2008 that within three (3) months after ratification of this Memorandum of Understanding, a joint Union-Company Job Title Review Committee will be established. The objectives of this committee will be (1) to identify job classifications which perform substantially the same or very similar duties, but which carry different designations, and (2) to attempt to reach agreement on a single designation for each such job title to be recommended to the Company and Union bargaining committee(s) for the affected bargaining unit(s). A non-exclusive list of examples of titles which may qualify for this consideration appears on "Attachment A".

The Committee will be composed of five (5) representatives from the Company and its affiliates and a total of five (5) from the Unions. There will be one (1) representative from each of the three affected CWA Districts; to the extent that job titles represented by a Local of the IBEW are involved, the parties agree to invite one (1) representative from each such Local to discuss the re-designation of those titles. The Committee will meet a total of at least five (5) times during the years 2009 and 2010 combined.

Any recommendation to use a common designation will not change or otherwise affect the job content or wage rate of any of the involved titles.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**JOB TITLE REVIEW – ATTACHMENT A**

<u>TITLE</u>	<b>DC</b>	<b>MD</b>	<b>VA</b>	<b>WV</b>	<b>DE</b>	<b>PA</b>	<b>NJ</b>
Assignment Technician						X	
Exchange Layout Assigner							X
Apprentice Technician							X
Assistant Technician	X	X	X	X		X	
Cable Splicing Technician	X	X	X	X			
Facilities Technician							X
Splicing Technician					X	X	
Central Office Technician	X	X	X	X			
Network Technician							X
Switching Equipment Technician					X	X	
Coin Box Collector							X
Coin Telephone Collector	X	X	X	X	X	X	
Maintenance Administrator	X	X	X	X	X	X	
Repair Service Clerk							X
RCMAC Clerk	X	X	X	X			X
Translations Administrator					X	X	
Telephone Canvasser – Business					X	X	
Telemarketing Representative	X	X	X	X			X
Systems Technician – Operations							X
Systems Technician – All Others	X	X	X	X	X	X	
Communications Representative	X	X	X	X			
Customer Sales Representative							X
Automotive Equipment Technician	X	X	X	X	X		
Automotive Mechanic						X	
Senior Clerk					X	X	
General Field Clerk					X	X	
General Clerk	X	X	X	X			

Service Analyst							<b>X</b>
<u>TITLE</u>	<b>DC</b>	<b>MD</b>	<b>VA</b>	<b>WV</b>	<b>DE</b>	<b>PA</b>	<b>NJ</b>
Senior Field Clerk					<b>X</b>	<b>X</b>	
Staff Clerk					<b>X</b>	<b>X</b>	<b>X</b>
Senior Service Analyst							<b>X</b>
Special Clerk	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>			

**Joint Committees**

This will confirm our understanding of August 3, 2008, regarding Joint Committees.

“In light of the large increase in the number of grievances which have been appealed to arbitration in recent years, the parties are hereby committed to finding better ways for resolving disputes. Accordingly, and in addition to other measures agreed upon in the parties’ 1998 Common Issues Memorandum of Understanding, a joint committee comprised of two union and two management representatives will be formed in each union District to propose ways to reduce the number of cases coming to arbitration and to resolve cases more quickly with a view toward reducing the overall number of pending cases. In addition to exploring the applicable arbitration and mediation provisions for possible improvements, it is the intent of the parties to examine arbitration processing alternatives with the objective of achieving speedier resolutions. These committees will present their recommendations to the Vice President Labor Relations - South and to the applicable CWA District Vice President by November 1, 1998 for possible implementation in 1999. Further, it is the parties’ intent to maintain an open and ongoing dialogue through the Bargaining Agents relative to progress in this critical area, with the express intent of reducing the overall volume of cases as well as hearing cases more expeditiously.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.”

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair



**Joint Time For Participation In Joint Committees**

This will confirm our understanding of August 3, 2008 that for the life of the new agreement, the Company will pay for joint time spent in the following committees, all of which are also continued for the life of the agreement:

- Advisory Committee on Health Care
- Advisory Committee on Family Care
- National Health Reform Committee
- Safety Executive Council
- Training Advisory Board Executive Council
- Joint Title Review Committee
- Stress Relief Committee (Commercial)
- Operator Services Monitoring

This list is intended to include all regional joint committees for which joint time is paid; if any were inadvertently omitted, they are eligible for the same treatment.

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Verizon Corporate Services Corp.

Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Manhole Letter**

This will confirm our understanding of August 3, 2008, regarding work assignments in certain manholes in the West Virginia Area only.

Any employee who is assigned to perform construction splicing in a manhole who expresses a concern for the safe performance of the job based on the condition or location of the manhole or the nature of the work to be performed therein may request that a second person be assigned to work in the immediate vicinity and such requests will be granted. The Company will determine the functions to be performed by the second person. The parties agree that such requests will not be made or granted in cases where no special safety concerns are expressed and the basis of the request is merely a preference for a companion at the site.

The Company agrees to continue this practice for the duration of this Agreement based on the limited manhole activity in the West Virginia area. However, it may be canceled with 30 days notice by either the Company or the Union.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Materials Management**

This will confirm our understanding of August 3, 2008, regarding the establishment of three driving titles within the Materials Management Organization.

Title    GVW of Vehicle Normally Driven

Driver - Light Truck	Under 10,001 lb.
Driver - Medium Truck	10,001 - 26,000 lb.
Driver - Heavy Truck	Over 26,000 lb. (straight truck)

Employees in the titles Driver-Medium Truck and Driver-Heavy Truck also may be assigned to operate vehicles of lesser weight.

Employees in any of these titles will:

- a. perform work associated with the loading, unloading, pick-up, transport and delivery of correspondence, mail, material, tools, supplies, etc.;
- b. use various types of material handling equipment such as two-wheel hand carts, dollies, pallet jacks, etc.
- c. prepare associated documents and check same for accuracy; and
- d. follow established safety practices and procedures.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Operator Services (AWT)**

This will confirm our understanding of August 3, 2008, that individual operator performance for appraisal purposes will be based on the Operator's performance in achieving the appropriate level and balance of customer satisfaction, revenue generation (where appropriate), cost performance and dependability.

The Company agrees that it will not discipline any experienced Operator solely on the basis of that Operator's average work time (AWT) per call performance.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Operator Services Monitoring**

This will confirm our understanding of August 3, 2008 that effective January 1, 2001, Operator Services will implement paragraphs (3) and (4), (6) and the unnumbered paragraph following paragraph (6) of the Commercial Evaluative Observations provisions of this Agreement, changing "Consultant" to "Operator" and "one Consumer organization RSSC in each CWA Local" to "one Operator Services office in NJ and one Operator Services office in DC, MD, VA or WV."

The parties agree to create a joint Mid-Atlantic Company-Union Operator Services Monitoring Committee, comprised of three representatives of the Companies, and three representatives of the Union (one from NJ, one from DE, and one from DC, MD, VA, WV).

The purpose of this Committee is to determine how to revise Paragraphs (1), (2) and (5) of the Commercial Evaluative Observations provisions of this Agreement to apply in the Operator Services work environment and work operations. The Committee will take into account the substantial differences between RSSCs and GBS business offices on the one hand, and Operator Services offices, on the other, including but not limited to, the competitive pressures affecting Operator Services, the significantly shorter contact time in Operator Services, and the lack of methods other than monitoring to measure individual or office service results.

The committee will meet at mutually agreeable times, commencing no later than 60 days after ratification of the collective bargaining agreements. A mutually agreed Monitoring Policy will be developed and implemented no later than March 1, 2001.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Outside Plant Copper Cable Splicing**

This will confirm our understanding that effective on August 3, 2008 that the Verizon telephone companies in Maryland, Virginia, Washington, D.C. and West Virginia agree that all splicing of outside copper cable which is owned, maintained, and operated by them and located between two central offices or between the customer serving TAP/Terminal/ONU and the central office is guaranteed to be assigned to Company employees represented by the Union through August 6, 2011.

This guarantee will be implemented 90 days following ratification. The use of contractors performing this work will be phased out during that 90-day period, subject to any existing contractual arrangements with vendors which cannot be terminated within that period. Any such requirement will be terminated at the first possible date thereafter permitted under the agreement with the vendor.

Regarding future assignment of this work after this letter agreement expires and regarding work operations not covered by this letter, the provisions of this letter agreement do not modify, increase, or diminish, and shall not be construed to modify, increase, or diminish the rights of either CWA or the Companies under other provisions of their collective bargaining agreements.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

### **Overtime Administration**

This confirms our understanding of August 3, 2008 that the Company's right to assign overtime to meet the needs of the business includes but is not limited to meeting operational needs to meet customer service requirements in a timely manner, or for safety reasons.

Management will first attempt to use volunteers to meet overtime needs. When there are not enough volunteers, and overtime is assigned, management will review an employee's request to be excused if timely presented, and will accept excuses that are reasonable after considering the circumstances of the employee and the needs of the business. The above principles apply throughout the entire bargaining unit.

In seeking volunteers, the following guidelines will apply:

- 1) Before requiring employees to work overtime, the Company will first seek available, qualified volunteers (who are on the job) from within the group normally used for administering overtime under existing practices.
- 2) Before requiring any residential or business installation or repair technician within National Operations to perform work on an overtime basis, the Companies will seek available, qualified volunteers (who are on the job) in the Proactive Preventive Maintenance (PPM) organization, Wholesale, and then in the Construction organization. This commitment applies only to technicians who normally perform work in the geography where the work in question will be performed.
- 3) Notification: Where the Company needs to have work performed on an overtime basis on a given day, and it may be necessary to require employees to perform work on an overtime basis on the same day, the Companies will notify affected employees (who are on the job) no later than two-and one-half (2.5) hours before the end of the employee's scheduled tour that day ("the 2.5 hour point"). (This will not apply in situations where an employee must work overtime to complete a job or work in progress.) For applicable titles, notification may consist of paging the employee before the 2.5 hour point, with the employee responsible to return the page in order to receive notification, or requiring employees to call in to pre-designated telephone number(s) before the 2.5 hour point.

Commencing September 1, 2000, the limitation on forced overtime ("cap") for the remainder of 2000 shall be 10 hours per employee per payroll week. Commencing January 1, 2001, this cap on forced overtime shall be 8 hours per employee per payroll week. Voluntary overtime worked will be counted toward the overtime cap, except for the period from January 1, 2001 to September 1, 2001. Upon request, the Union will assist in securing volunteers. These overtime limitations will not apply in the case of emergency, long term service difficulties or if an employee consents to additional overtime. Except in emergencies, no employee will be involuntarily scheduled or assigned to work six days in a week in consecutive weeks. For purposes of this paragraph

only, an emergency is defined as an event of national importance, fire, explosion, or other catastrophe, or severe weather conditions, e.g., hurricane, tornado, blizzard, severe ice damage or major flood. In addition, the Union will assume responsibility to make every effort to obtain sufficient volunteers in any condition of sustained bad weather. For Commercial employees, the cap on overtime for purposes of this paragraph is 7.5 hours.

During the final year of the 2000 collective bargaining agreement, employees requesting weekly vacation during the summer vacation period (May, June, July, August, September) will provide a minimum of one week advance notice for any such request.

A committee consisting of the Company and Union authorized bargaining representatives and an additional representative designated by each party will be established to review Union concerns regarding overtime administration. The Committee will meet quarterly, if requested by the Union.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair



**Limitations on Mandatory Overtime**  
**(Applicable to Commercial Employees Only)**

This will confirm our understanding of August 3, 2008 that the overtime limits ("caps") of 10 or 15 hours specified in the existing overtime administration provision in the DC, MD, VA, WV, VSC, VADI collective bargaining agreement shall both be reduced to seven and one-half (7.5) hours. In addition, the following provision will apply:

The Company will give reasonable consideration to an employee's timely request to be excused.

1. An employee will not be required to work more than a total of seven and one-half (7.5) hours overtime in any payroll week except in case of emergency (as referenced in the overtime administration letter of understanding), long term service difficulties or employee consent to such overtime. For purposes of computing the 7.5 hour limits, both voluntary and mandatory overtime will count towards those limits. Upon request, the Union will assist in securing volunteers to work overtime.
2. The Company will give reasonable consideration to an employee's timely request to be excused.
3. The parties recognize that long term service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

**Notice for Mandatory Overtime**

No mandatory overtime will be assigned to Service Representatives/Consultants with less than 24 hours notice before the start of the tour in which the overtime is to be worked to the affected employee, except for the following situations:

1. To complete calls and/or clear calls in queue at the end of a tour, or
2. Extenuating service conditions, in which case the Company will contact the Union in advance to explain the situation.
3. Emergency conditions as defined in the existing contract provisions on overtime "caps".

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Procedure to Resolve Claims Regarding Hiring Wage Rates**

This will confirm our understanding of August 3, 2008, that the parties agree to establish a new procedure to resolve claims regarding employees' hiring wage rates. This procedure shall be independent of the grievance-arbitration procedure and shall provide the exclusive remedy for any claim regarding an employee's hiring wage rate.

If an employee or the Union has an issue regarding an employee's hiring wage rate, the International Representative of the Union shall submit a written statement (by e-mail) to the Labor Relations Manager for the appropriate geographic area explaining this claim. The Company shall review this written statement and provide a written answer (by e-mail) within thirty (30) days. If the Union is not satisfied by this answer, it can submit the dispute to a neutral third party for resolution within thirty (30) days of the Company's answer. The third party neutral shall be appointed in accordance with the procedures established by the Federal Mediation and Conciliation Service.

The only issue that the Union may raise or that a neutral third party can determine regarding an employee's hiring wage rate is whether the Company properly considered all information provided during the employment interview in accordance with the Company's wage credit guidelines. Any remedy issued by the third party neutral shall have prospective effect only and shall not result in any wage reductions.

All claims under this procedure must be filed within sixty (60) days of the new employee's hiring date. Any claim filed more than sixty (60) days after an employee's hiring date shall be time-barred in all respects.

Article 16A, Section 3 is not applicable to any remedies issued under this procedure. No claims arising under this procedure can be submitted to the grievance-arbitration procedure.

Within thirty (30) days of the effective date of this agreement, the parties will meet and mutually agree upon a neutral third party. The Company will notify the Union of any adjustments in its wage credit guidelines at least thirty (30) days prior to implementation.

Either party may terminate this procedure for resolving claims regarding hiring wage rates with sixty (60) days notice to the other party, when in its judgment, the procedure is not workable.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**VA, DC, MD, WV Sales Prorate Commitment**

August, 2008

This letter is to advise the Union of the Company's intention to pro-rate the sales revenues for associates in the Consumer and General Business LOB through August 6, 2011, for the following reasons:

1. Temporary Management Replacement per Article 22, Section 3;
2. Associates who are training other associates in accordance with Article 22, Section 4;
3. Associates who are assigned as New employee development coaching;
4. Associates who are assigned to follow-up on customer commitments for the office (i.e down-desk);
5. Absence from work due to a court appearance on behalf of the Company;
6. Absence for Union Business in accordance with Article 9;
7. FMLA-certified absence;
8. Vacations in accordance with Article 31;
9. Disability Absence approved by CORE;
10. Absence when subpoenaed to appear in court;
11. Absence due to Jury Duty;
12. Absence due to Death in Family in accordance with Article 33, Section 1 (b);
13. Absence due to Military Duty;
14. Absence due to Election Service;
15. Loaned to other departments;
16. Absence while involved with formal, job related training;
17. Absence while on a job visit;
18. Any necessary Joint Conference Time;
19. Student takeovers;
20. TBO activities;
21. Winners' Circle;
22. President's Club.

Nothing in this letter is intended to limit the Company's right to establish and implement all appraisal objectives and requirements, including sales revenue requirements.

Sincerely,

Director - Labor Relations

AGREED:

\_\_\_\_\_  
CWA Representative

**Sales And Referral Incentive Programs**

This will confirm our understanding of August 3, 2008, regarding sales and referral incentive programs reached in 2000 Bargaining.

The Company may develop and implement sales and referral incentive programs which will provide employees in any title who participate the opportunity to earn merchandise, cash, meals, recognition, and other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company.

Except for attending informational meetings, the decision of whether or not to participate in sales and referral incentive programs shall be wholly voluntary. Sales employees are expected to continue their sales activities and other job responsibilities whether or not they participate in these incentive programs.

A Company representative will notify the Union of any sales and referral incentive programs prior to implementation. The development, design, size, frequency, and/or administration of sales and referral incentive programs, including the amount of merchandise, cash or other awards earned by participating employees, are wholly within the discretion of the Company and are not subject to the grievance or arbitration provisions of the collective bargaining agreement, except that alleged violations of the provisions of this letter may be grieved and arbitrated.

This Letter of Understanding shall expire at 11:59 PM on August 6, 2011.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

### **Service Monitoring**

This will confirm our understanding of August 3, 2008, that service management observation programs are oriented toward service provided by the Operator Service Center, and will be taken only for the purpose of evaluating new or changes practices and procedures, customer acceptance, problems in providing service, etc. Service management observation programs are not designed to measure individual operator performance and will not be used for routine observation of individuals. No employee will be discharged or terminated as a result of these observations except for gross customer abuse, fraud or violation of secrecy of communications.

Our approach to monitoring and productivity measurements are based on a premise that fosters a work environment that builds on mutual trust and respect and that enhances job satisfaction. Our program for observations are tailored to the needs of each operator and Center, and the number of diagnostic observations will be consistent with that approach. Make-up observations will be taken only where necessary to insure reasonable statistical reliability of performance measurements. If possible, feedback will take place on the same day as the observations are taken.

Good service to the customers and enhancing revenues are of equal importance to productivity. The AWT measurement practices will continue to be evaluated and revised as required to maximize the objectives of good service and revenue enhancement. It is the Company's intent to develop operator's overall performance in such a manner as to provide operator services to the customer in an efficient, courteous and responsive way.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

### **Service Quality Observing**

The following is our understanding of August 3, 2008, regarding Service Quality Observing:

It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State laws. Service Quality Observing includes Service Observing and Supervisory Observing.

Service Observing measures the overall speed, accuracy and efficiency of our telecommunications network and work forces. It is not used for evaluating individual employee performance.

Supervisory Observing involves observations of employee contacts with customers or service-related contacts with other employees. It is used in determining individual employee performance and as an aid to training and development.

Supervisory observations are limited to the handling of customer contacts and contacts between employees involved in the provision of customer service. Employees who may be observed will be made aware of such fact on a quarterly basis and of the general frequency of such observations. Employees' conversations will not be electronically recorded.

Records of supervisory observations will be limited to Company-related matters. They will not be disclosed except to authorized personnel for Company-related reasons. Results of observations will be periodically reviewed with employees and adverse notations, which are intended to be used against an employee for the purpose of justifying discipline, will be reviewed promptly with such employee.



Telephones which are not subject to Supervisory Observing will be provided by the Company for employees' personal calls. In addition, Supervisors will not listen in on personal conversations of employees on any telephone.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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Verizon Corporate Services Corp.

Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Service Representatives/Consultants -- Downgrades, Transfers, Promotions**

This will confirm our understanding of August 3, 2008 that for the life of the 2008 collective bargaining agreement, Consultants/Service Representatives who are not meeting their sales objectives will be allowed to apply for non-sales related positions (positions without sales objectives or requiring sales skills) provided that they meet all other appraisal standards and other applicable qualifications except for sales objectives.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Short Notice Excused Work Days**

This will confirm our understanding of August 3, 2008, regarding the scheduling of time off on short notice Excused Work Days.

Effective on January 1, 2001, notwithstanding the provisions of Article 31, Section 10 of the General Agreement, requests to supervision for up to three (3) paid Excused Work Days and one (1) unpaid Excused Work Day will be granted on short notice to employees eligible for paid and unpaid Excused Work Days under the following conditions:

1. The employee must request time off on short notice prior to the start of a scheduled tour or half-tour, but no more than 24 hours prior to the start of the scheduled tour or half-tour.
2. The Company will grant all EWDs on the basis of the earliest request(s) to supervision provided that the Company may deny any and all requests in work groups of five (5) or more which would result in less than eighty percent (80%) of the scheduled force being available for duty. In a work group of four (4), the Company may deny any and all requests which would result in only one or two scheduled employees being available for duty. In a work group of 3, the Company may deny any and all requests which would result in only one employee being available for duty. This paragraph does not apply to a work group of one or two employees.
3. The work group shall be the same as the group designated for purposes of vacation selection.
4. Short notice excused work days may be taken in one-half (1/2) day increments; however, no more than one full day may be requested at any one time.
5. In each work group, the Company may designate up to (4) work days in any month as unavailable for Short Notice Excused Work Days. Such designations will be made in accord with work schedule posting requirements.
6. The Company will have the right to deny any and all requests during any severe service disruption that may be caused, for example, by a natural disaster or other calamity (e.g., fires, explosions, civil disturbances, wars, acts of terrorism, major utility and transportation disruptions).

Disputes regarding the application of the terms and conditions of Short Notice Excused Work Days may be submitted to the grievance procedure; however; neither these provisions nor their interpretation and application shall be subject to arbitration.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Stress Relief Committee**

This confirms our understanding of August 3, 2008 that in recognition of the need to address issues of employee stress, the parties agree to create a joint Mid-Atlantic Region-wide Company-Union Stress Relief Committee, comprised of five representatives of the Company, and five representatives of the Union, and will be co-chaired by the President of the Retail Markets Group and the District 13 representative with primary responsibility for Commercial issues.

The parties will discuss issues relating to employee stress in the Consumer, General Business Sales, and Receivables Management organizations. Among the matters that the committee will discuss are the following:

- Pro-rated sales objectives;
- Computer timing/adherence;
- Training;
- Wait Time;
- Cap of Force Movement

The committee will meet at mutually agreeable times, commencing no later than 60 days after ratification of the collective bargaining agreement. The Committee will issue an executive report containing its recommendations no later than January 31, 2001.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

### **Technological Change**

This will affirm our understanding of August 3, 2008, that the Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The Company and the Union, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by continuing a joint committee known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below:

It is agreed that for the duration of the 2008 General Agreement a Technology Change Committee be constituted at the Company headquarters level. Such committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times.

The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The company will notify the Union at least six (6) months in advance of planned major technological changes. Meetings may be convened at the option of either party at mutually agreeable places and times, at least two (2) times each year. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:

- (a) What steps might be taken to offer employment to employees affected;
  - (1) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreements between the parties;
  - (2) In other occupations in the Company not covered by the collective bargaining agreement;
  - (3) In an affiliate or subsidiary company within the former Bell Atlantic Network Services Group.
- (b) The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including, Income Security Plan, Reassignment Pay Protection Program, termination allowances, retirement, training or retraining, transfer procedures and the like.

- (c) The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time).

The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Termination Of Outside Contractors**

This will confirm our understanding of August 3, 2008, that before initiating a layoff of regular employees in the titles of Systems Technician, Cable Splicing Technician, Services Technician and Outside Plant Technician in Network Operations, pursuant to Article 35 Section 5(c), the Company shall, where practicable, first terminate all arrangements with non-affiliated independent contractors for contracting out the work performed by these titles in Network Operations; only those contracting out arrangements within thirty-five (35) miles of the normal reporting location of the affected surplus employees holding one of these titles shall be terminated.

This provision shall not be construed to require the Company to terminate any such contract contrary to its termination provision or otherwise to require the Company to breach its contract. Where such contracts require notice before termination, the Company shall not be prevented from proceeding with the other steps in Article 35 during the notification period. The Company may also retain contract labor while proceeding with the steps set forth in Article 35 (1) unless the Company's employees can safely, properly and economically perform those types of operations, or (2) where the Company's employees are not properly qualified for such work either under the law or under regulations or governmental authorities prescribing the qualifications thereunder.

This Letter of Understanding will expire on August 6, 2011.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair



**Top Secret Security Clearance**

This will confirm our understanding of August 3, 2008, that the Company and the Union recognize the need to explore new, innovative methods for meeting customer requirements. To help assure quality service and consistent service coverage for key federal government contracts, the parties agree to the following:

Certain contracts may require the Company to utilize Technicians and other employees who hold Top Secret, Full Lifestyle Polygraph Security Clearances. For purposes of this agreement, Technicians and other employees who hold such clearances shall be called "qualified employees."

When working under contracts that require qualified employees, the Company may choose, at its sole discretion, to designate the government facilities as normal reporting locations. The Company will pay Temporary Assignment pay for each day a qualified employee is assigned to and actually performs work that requires Top Secret Full Lifestyle Polygraph Security Clearance at a designated federal facility. Qualified employees shall receive Temporary Assignment Pay of fifteen dollars (\$15.00) a day if they work a full tour and Temporary Assignment Pay of ten dollars (\$10.00) a day if they work a half tour. Employees who work less than a half tour will not receive any Temporary Assignment Pay. The temporary assignment payment will not be considered as time worked for any purpose under the General Agreement and will be disregarded when computing any wage progression treatments.

The parties agree that the Company shall have the right to determine whether a contract requires qualified employees. The qualified employees will only receive temporary assignment pay pursuant to this Letter of Understanding when the Company determines that a contract requires Top Secret, Full Lifestyle Security Clearance.

The Company will compile a pool of qualified employees. If the Company determines that a contract requires qualified employees on a long-term basis, it will select volunteers from this pool. If there are more volunteers than assignments, the Company will select volunteers in seniority order. Those who volunteer and who are assigned to report to a Federal facility under long term assignments must agree not to seek other jobs

through RAMP for the duration of the assignment. The Company retains the right to assign employees to work on any contract and will exercise this right if there are fewer volunteers than assignments.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Treatment of Grievances Settled by the Parties or Arbitration Awards Which  
Involve Backpay and/or Reinstatement**

This confirms our understanding of August 3, 2008, that if, as a result of the settlement of a grievance by the parties or an arbitration award, the grievant is to receive back pay and/or reinstatement following a discharge, layoff, demotion, or suspension, unless and to the extent the settlement or arbitration award specifies otherwise, the employee will be entitled to the following compensation and benefits, and no other compensation (other than any back pay awarded or agreed upon) or benefits:

1. In the case of a discharged employee reinstated to employment with full back pay, or regardless of the amount of back pay if the settlement or award specifies that the employee is to be "made whole" for the entire period off the payroll, the employee shall receive, less any applicable deductions: (a) full service credit under the pension plan for the period off the payroll; (b) reimbursement for the COBRA premiums the employee paid for medical, dental and/or vision coverage if the employee continued those coverage(s) under COBRA, or if the employee did not continue those coverage(s) under COBRA, reimbursement for premiums paid by the employee for medical, dental and/or vision coverage not to exceed the amount the employee would have paid as premiums for such coverage(s) had the employee elected COBRA coverage and reimbursement for out-of-pocket medical, vision and dental expenses if, under the provisions of the applicable plans, the employee would not have incurred these expenses if they had remained on the payroll. The appropriate Plan Administrator would determine which expenses would be reimbursable. Copies of bills and receipts for services provided must be submitted in order for the employee to be eligible for a reimbursement; (c) any Corporate Profit Sharing Award(s) the employee would have received but for the termination; (d) any Ratification Bonus the employee would have received but for the termination; (e) reimbursement for telephone-related services that would have been covered by Concession Telephone Service had the employee remained on the payroll; (f) recognition of the time off the payroll as "hours worked" for purposes of FMLA eligibility; and (g) if a reinstated employee was a participant in the Verizon Savings and Security Plan for Mid-Atlantic Associates, the Companies will deduct from any backpay awarded or agreed upon, the contributions the employee would have made based on the last election on file as of the date of the employee's termination, and the employee will receive the Companies' match in his or her Savings and Security Plan account to which the employee would have been entitled proportionate to the employee's contribution.
2. A laid off employee who is reinstated as a result of a grievance settlement or arbitration award shall receive the compensation and benefits set forth in paragraph 1 irrespective of the amount of back pay the employee is to receive.
3. In the case of a discharged employee reinstated to employment with no back pay or partial back pay, pursuant to a settlement or award which does not specify that the

employee is to be “made whole” for the entire period off the payroll, the employee shall receive, less any applicable deductions, the following, each of which will be prorated as specified: (a) prorated service credit under the pension plan for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, with immediate bridging of service; (b) reimbursement for the COBRA premiums the employee paid for medical, dental and/or vision coverage if the employee continued those coverage(s) under COBRA, or if the employee did not continue those coverage(s) under COBRA, reimbursement for premiums paid by the employee for medical, dental and/or vision coverage not to exceed the amount the employee would have paid as premiums for such coverage(s) had the employee elected COBRA coverage and reimbursement for out-of-pocket medical, vision and dental expenses if, under the provisions of the applicable plans, the employee would not have incurred these expenses if they had remained on the payroll, based upon the employee’s coverage at the time of the discharge, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed. (The appropriate Plan Administrator will determine which expenses will be reimbursable. Copies of bills and receipts for services provided must be submitted in order for the employee to be eligible for a reimbursement); (c) any Corporate Profit Sharing Award(s) the employee would have received but for the termination, prorated according to Section 3 of the Corporate Profit Sharing Plan, so that the employee receives one-twelfth of the applicable Corporate Profit Sharing Award(s) for each full month’s worth of backpay awarded; (d) any Ratification Bonus the employee would have received but for the termination, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed; (e) reimbursement for telephone-related services that would have been covered by Concession Telephone Service had the employee remained on the payroll, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed; (f) recognition of the time off the payroll as “hours worked” for purposes of FMLA eligibility, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed; and (g) if a reinstated employee was a participant in the Verizon Savings and Security Plan for Mid-Atlantic Associates, the Companies will deduct from any backpay awarded or agreed upon, the contributions the employee would have made based on the last election on file as of the date of the employee’s termination prorated for the period off the payroll based upon the ratio between the amount of backpay and the amount which the employee would have received in pay if continuously employed, and the employee will receive the Company match in his or her Savings and Security Plan account to which the employee would have been entitled proportionate to the employee’s contribution.

4. Any backpay awarded or agreed upon will be reduced by the amount of money the employee received under any governmental unemployment compensation program,

and the amount of money the employee received from other employment during the period the employee was discharged or suspended.

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Communications Workers of America

By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Union Business In FMLA And Overtime Build**

This will confirm our understanding of August 3, 2008, that the Company agrees to include 047 (AU) time which is “unpaid excused time spent for union business” during the employee’s normal daily tour within the normal work week in the build for overtime and in the build for the FMLA annual requirement. 047 (AU) time will not be considered as “time worked” for any other purpose.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

### **Vacation Buy-Back**

The Company may offer to buy back a full week or weeks of an employee's scheduled vacation in order to meet unanticipated business demands.

The decision by the Company to make a week or weeks available for buy-back in a particular group will be determined solely by the force and service conditions within that group.

All regular employees who are eligible for at least 3 weeks of vacation in the current calendar year will be eligible to sell vacation as follows:

<u>Vacation Eligibility</u> <u>Current Calendar Year</u>	<u>Maximum No. of Weeks</u> <u>Eligible for Sale</u>
3	1
4	2
5	2

Once the Company determines that "vacation buy-back" is appropriate, the opportunity to "buy-back vacation" is made available to employees scheduled to take that week in the designated group based on seniority. Acceptance by the employee of an offer to "buy-back" full week or weeks of scheduled vacation is voluntary, however, once vacation is bought by the Company it is not available for reselection. Rather, the employee's work scheduled will reflect a normal work week and the employee will be paid for the "vacation buy-back" on the same basis as provided for vacation payments in Article 31, Section 2 of the General Agreement. Vacation weeks bought by the Company shall not be considered time worked for any purpose under this provision. Payments made for vacation shall not be used in the computations of overtime, differential, or any other premium payments, nor in the determination of any benefits calculated on the basis of wages or other earnings. This provision applies only to full weeks of vacation including weeks with holidays.

Questions regarding the offer or acceptance of "vacation buy-back" may be submitted to the grievance procedure; however, neither the provisions of this letter nor its interpretation or application shall be subject to arbitration.

Verizon Washington, DC Inc.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair



**Vacation Scheduling Percentages**

This will confirm our understanding of August 3, 2008 that at least 18% of the employees in each vacation administrative work group shall be permitted to schedule off in a given week.

Where the application of the percentage specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

Regarding vacation availability during traditional fall hunting season and the December holiday season, management will make a reasonable effort to consider the need for higher vacation availability.

Those work groups whose vacation availability is currently greater than the percentages specified above, will not be required to reduce their vacation scheduling availability.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair

**Video Display Terminals**

This will confirm our understanding of August 3, 2008, in which the Company and the Union agreed that the introduction and expansion of the use of video display terminals (VDTs) has brought about changes in the workplace. It is a joint goal to maximize the advantages of VDTs and minimize any potential disadvantages their use may present to employees.

To that end, the Company and the Union agree that the existing Safety Committees shall meet as needed to discuss the ergonomics associated with VDTs and any other VDT related issue both deem appropriate.

This Letter of Understanding shall expire at 11:59 p.m. on August 6, 2011.

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By \_\_\_\_\_  
Company Bargaining Chair

By \_\_\_\_\_  
Union Bargaining Chair